



COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
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BOARD OF SUPERVISORS

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June 12, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EIGHT VARIOUS HIV/AIDS AMENDMENTS AND ONE SOLE
SOURCE AGREEMENT**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Public Health, or his designee, to execute a form amendment substantially similar to Exhibit I, to amend the Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) service agreements, providing Case Management, Home-Based Care services to extend the term effective July 1, 2007 through June 30, 2008, with six contract providers, as set forth in Attachment B, at a total maximum obligation of \$2,105,367, 100% offset by County AIDS funds.
2. Approve and instruct the Director of Director of Public Health, or his designee, to execute a form amendment substantially similar to Exhibit II for the provision of HIV/AIDS Early Intervention Program services, to extend the term of each agreement effective July 1, 2007 through June 30, 2009, with two contract providers at a total maximum obligation of \$1,062,850, per year, 100% offset by State funding.
3. Approve and instruct the Director of Public Health, or his designee, to execute one new sole source agreement Exhibit III with Arthur Blech/Commonwealth Enterprises (Lessor) for the provision of Extended Ventilation/Air Conditioning services effective date of Board approval through October 14, 2007, at a total maximum obligation of \$92,080, 100% offset by County AIDS funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is authorizing the Department of Public Health (DPH or Department) to sign: 1) eight amendments with community-based providers which allows the DPH to provide vital HIV/AIDS services to the residents of Los Angeles County ;and 2) one sole source agreement which allows for extended ventilation/air conditioning services to continue during extended office hours at the Department's Office of AIDS Programs and Policy (OAPP) facility, when staff are engaged in year-end closing and grant application working extended hours and pending the completion of reconfiguring space on additional floors.

FISCAL IMPACT/FINANCING:

The total maximum obligation for the eight amendments and one sole source agreement is \$4,323,147, which consists of \$4,231,067 for the eight amendments 100% offset by \$2,125,700 in State funds for Fiscal Year (FY) 2007-08 to 2008-09, and \$2,105,367 in County AIDS funds for FY 2007-08, effective July 1, 2007 through June 30, 2009 and \$92,080 for the one sole source agreement 100% offset by County AIDS funds date of Board approval through October 14, 2007.

Payment under the eight amendments will continue on a cost reimbursement basis and payment on the one sole source agreement will be on a fee-for-service basis.

Funding for these services is included in the FY Proposed Budget and will be requested as a continuing appropriation for future fiscal years.

Specific contract obligations for the eight amendments and one agreement are identified on Attachment B.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Historically, the Board has accepted financial assistance from California State funding sources and taken a number of actions to provide services and expend grant funds, primarily through contracts with community-based providers.

Case Management, Home-Based (6) Amendments

On May 16, 1995, November 14, 1995, and June 17, 1997, the Board approved various Case Management, Home-Based care services agreements to provide for a continuum of home and community-based care for persons with AIDS and AIDS-related conditions.

On May 29, 2001 the Board approved amendments to these agreements. The most recent Board action was on June 7, 2006, which extended the agreements from July 1, 2006 through June 30, 2007.

Under the recommended amendments, six contractors will continue to provide Case Management, Home-Based services. The term of these agreements will be effective from July 1, 2007 through June 30, 2008.

Early Intervention (2) Amendments

On several occasions the Board has approved various amendments to the agreements with Charles R. Drew University of Medicine and Science (Drew University) and Prototypes. The Board's action on May 29, 2001 extended the agreements from July 1, 2001 through June 30, 2003. The most recent Board action on June 7, 2006, extended the agreements from July 1, 2006 through June 30, 2007.

Under the recommended amendments, Drew University will continue to provide early intervention services which include case management, health assessment, health education, psychosocial counseling, information and referral, and basic medical treatment. Prototypes will provide a continuum of care to HIV infected women, their at-risk partners, and family members. The term of these agreements will be extended effective July 1, 2007 through June 30, 2009.

Extended Ventilation/Air Conditioning Services (1) Agreement

In past years, the provision of air conditioning services during extended office hours was accomplished by processing Purchase Orders (POs) through the Internal Services Department (ISD). In 2003, the Department was advised by ISD that this process would be discontinued and that a competitive solicitation should be conducted for these services. However, because the provision of this type of service is exclusive to the Lessor, these services could not be competitively bid, thus requiring DPH to enter a sole source Agreement.

On July 6, 2004, the Board approved a sole source agreement with Commonwealth Enterprises for the provision of these services. On February 15, 2005, the Board approved an amendment to this agreement to extend these services through October 31, 2005.

On April 19, 2005, the Board approved a formal ten-year lease agreement which included ventilation and air conditioning services for extended hours in office space located on more suitable floors. Due to various delays, the build-out of this space has not occurred and the new lease has now been scheduled to commence at the

The Honorable Board of Supervisors
June 12, 2007
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completion of the space build-out on October 30, 2007. The Chief Administrative Office (CAO) has negotiated a new lease that includes the provision of extended ventilation services hours.

The sole source agreement will be effective date of Board approval through October 14, 2007 and may be terminated for convenience upon written notice by contractor or County. The Director may terminate for convenience on the County's behalf upon ten days notice.

CONTRACTING PROCESS

The contractors for Case Management, Home-Based based services were selected as a result of a solicitation process. The early intervention services were selected by the State through the State's Office of AIDS solicitation process.

Lessor currently provides air conditioning services to the entire building and current terms of the lease between County and Lessor identify this service as exclusive to the Landlord which prohibits County from obtaining competitive bids. Therefore, this is a sole source agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the eight amendments and sole source agreement will allow HIV/AIDS services to continue uninterrupted Countywide.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

JEF

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

SUMMARY OF AGREEMENTS1. TYPE OF SERVICE:

HIV/AIDS related Services

2. AGENCY NAME AND CONTACT PERSON:

- A. AIDS Project Los Angeles
The David Geffen Center
611 South Kingsley Drive
Los Angeles, California 90005
Attention: Craig E. Thompson, Executive Director
Telephone: (213) 201-1456 Fax: (213) 201-1684
- B. AIDS Service Center, Inc.
909 S. Fair Oaks Avenue,
Pasadena, California 91105
Attention: Yvonne C. Benson, Executive Director
Telephone: (626) 441-8495 X222 Fax: (626) 799-6253
- C. AltaMed Health Services Corporation
500 Citadel Drive, Suite 490
Los Angeles, California 90040
Attention: Castulo de la Rocha, President/CEO
Telephone: (323) 725-8751 Fax: (323) 889-7399
- D. Charles R. Drew University of Medicine and Science
1731 East 120th Street
Los Angeles, California 90059
Attention: Susan Kelly, Ph.D., President
Telephone: (323) 563-4987 Fax: (323) 563-5987
- E. Commonwealth Enterprises
600 S. Commonwealth Ave, Suite 1250
Los Angeles, California 90005
Attention: Arthur Blech, Owner
Telephone: (213) 389-3755 Fax: (213) 480-0061

SUMMARY OF AGREEMENTS

- F. Minority AIDS Project
5149 West Jefferson Boulevard
Los Angeles, California 90016
Attention: Victor P. McKamie, Executive Director
Telephone: (323) 936-4949 Fax: (323) 936-4973
- G. Prototypes
5601 West Slauson Avenue, Suite 202
Culver City, California 90230
Attention: Vivian Brown, Ph.D., President and Chief Executive Officer
Telephone: (310) 419-8087 Fax: (310) 338-0915
- H. St. Mary Medical Center
Care Programs & Clinics
1050 Linden Avenue
Long Beach, California 90813
Attention: Marcia Alcouloumre, M.D., Medical Director
Telephone: (562) 624-4940 Fax: (562) 491-7926
- I. Tarzana Treatment Centers, Inc.
18646 Oxnard Street
Tarzana, California 91356-1486
Attention: Albert Senella, Chief Operating Officer
Telephone: (818) 996-1051 X1124 Fax: (818) 996-3051

TERMS:

	<u>Term 1</u>	<u>Term 2</u>
State	7/1/07-6/30/08	7/1/08-6/30/09
NCC	7/1/07-6/30/08	
NCC (Air Conditioning)	Date of Board approval -10/14/07	

SUMMARY OF AGREEMENTS

FINANCIAL INFORMATION:

	<u>Term 1</u>	<u>Term 2</u>	<u>Term 3</u>	<u>Totals</u>
State Funds:	< \$ 1,062,850>	<\$ 1,062,850>	< 0 >	<\$ 2,125,700>
<u>Net County Cost:</u>	<u>2,197,447</u>	<u>0</u>	<u>0</u>	<u>2,197,447</u>
Maximum County Obligation:	\$ 3,260,297	\$ 1,062,850	\$ 0	\$ 4,323,147

GEOGRAPHIC AREA SERVED:

Countywide

ACCOUNTABLE FOR MONITORING AND EVALUATION:

Mario J. Perez, Director,
Office of AIDS Programs and Policy

APPROVALS:

Office of AIDS Programs and Policy:	Mario J. Perez, Director
Public Health:	John F. Schunhoff, Ph.D., Chief Deputy Director
Contracts and Grants Division	Gary T. Izumi, Chief
County Counsel (approval as to form):	Andrea Ross, Senior Associate County Counsel

HIV/AIDS RELATED SERVICES							
Agency and Agreement Number	Term 1	Term 2	Term 3	Total	SPA	Supv. Dist.	Performance as of December 31, 2006
CASE MANAGEMENT, HOME-BASED SERVICES - COUNTY AIDS FUNDS Term: 7/1/07 - 6/30/08							
AIDS Project Los Angeles No. H-204620	\$446,396	\$ 0	\$ 0	\$446,396	4	3	Agency is meeting performance goals
AIDS Service Center No. H-208501	\$553,743	\$ 0	\$ 0	\$553,743	3	5	Agency is exceeding performance goals.
Altamed Health Services No. H-205189	\$177,457	\$ 0	\$ 0	\$177,457	7	1	Agency is meeting performance goals.
Minority AIDS Project No. H-208517	\$150,528	\$ 0	\$ 0	\$150,528	6	2	Agency is meeting most goals.
St. Mary Medical Center No. H-208518	\$485,153	\$ 0	\$ 0	\$485,153	8	4	Agency needs to improve performance regarding service goals. Program Manager is providing technical assistance to staff.
Tarzana Treatment Center No. H-204608	\$292,090	\$ 0	\$ 0	\$292,090	2	3	Agency is exceeding performance goals.

HIV/AIDS RELATED SERVICES						
Agency and Agreement Number	Term 1	Term 2	Term 3	Total	SPA	Supv. Dist.
EARLY INTERVENTION PROGRAM SERVICES- TITLE I Term: 7/1/07-6/30/09						
Charles R. Drew University Medical Center No. H-208499	\$ 387,100	\$ 387,100	\$ 0	\$ 774,200	6	2
Agency is exceeding performance goals.						
EXTENDED VENTILATION/AIR CONDITIONING SERVICES- COUNTY AIDS FUNDS Term: Date of Board-10/14/07						
Commonwealth Enterprises No. H-Pending	\$ 92,080	\$ 0	\$ 0	\$ 92,080		
New Agreement.						
WOMEN=S EARLY INTERVENTION PROGRAM SERVICES - STATE Term: 7/1/07-6/30/09						
Prototypes No. H-208442	\$ 675,750	\$ 675,750	\$ 0	\$ 1,351,500	4,7	1,3
Agency is meeting performance goals.						

Total maximum County obligation: \$ 4,323,147; 100% offset with State, and Net County Cost.
Less State funds: < 2,125,700>
County AIDS funds: \$ 2,197,447

Contract No. _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES AGREEMENT**

Amendment No. ____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

_____ (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS ("HIV") ACQUIRED IMMUNE DEFICIENCY
SYNDROME ("AIDS") CASE MANAGEMENT, HOME-BASED SERVICES
AGREEMENT", dated _____, and further identified as Agreement
No. _____, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2007.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on _____, and continue in full force and effect through June 30, 2008, subject to the availability of Federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits _____, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, subparagraph ____, shall be added to Agreement as follows:

"____. During the period of July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____). Such maximum obligation is comprised entirely of County AIDS funds. This sum represents the total maximum obligation of County as shown in Schedule ____, attached hereto and incorporated herein by reference."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules _____, and the COST REIMBURSEMENT paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Exhibit ____, SCOPE OF WORK FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES, shall be attached hereto and incorporated herein by reference.

8. Schedule ____, BUDGET FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES, shall be attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles
has caused this Amendment to be subscribed by its Director of Public Health, and

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Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT ____

**HUMAN IMMUNODEFICIENCY VIRUS ("HIV")
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
CASE MANAGEMENT, HOME-BASED SERVICES**

1. DESCRIPTION: HIV/AIDS case management, home-based services are client-centered case management and social work activities that focus on care for persons living with HIV/AIDS who are functionally impaired and require intensive home and/or community-based services. These services are conducted by qualified registered nurse case managers and master's level social workers who facilitate optimal health outcomes through advocacy, liaison, and collaboration. HIV/AIDS case management, home-based services include, but are not limited to, the following activities: intake and comprehensive assessment of client's physical, psychosocial, environmental, financial, and functional status; development, implementation, and monitoring of an individual service plan; coordination of the provision of home attendant care and homemaker services; and periodic reassessments of the client's status and needs.

2. PERSONS TO BE SERVED: HIV/AIDS case management, home-based services shall be provided to functionally impaired persons with HIV/AIDS residing within Los Angeles County.

3. PARTICIPATION IN THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES, OFFICE OF AIDS, AIDS CASE MANAGEMENT PROGRAM ("CMP"): Contractor shall maintain its participation in the State of California Department

of Health Services ("CDHS") CMP for the entire term of this Agreement. Contractor shall abide by and comply with the requirements, standards, protocols, and procedures established by the CDHS, Office of AIDS as they now exist or shall exist at any future time during the term of this Agreement. Contractor may also be a participant in the State of California Department of Health Services, AIDS Medi-Cal Waiver Program.

4. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2007 through June 30, 2008, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS case management, home-based services shall not exceed _____ Dollars (\$_____).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedule _____. Contractor and/or its subcontractor shall be reimbursed for attendant care and homemaker services at no more than the State approved reimbursement rates as they currently exist or as they are modified by the State. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residency in Los Angeles County, and income. Verification of client's Los

Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below one hundred percent (100%) of the Federal poverty level and who have the greatest need for case management, home-based services.

B. Clients who live above one hundred percent (100%) of the Federal poverty level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions.

C. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

7. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide HIV/AIDS case management, home-based services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the CDHS CMP protocol, the Los Angeles County Commission on HIV Case Management, Home-Based Standards of Care, and the terms of this agreement. Services to be provided shall include, but shall not be limited to:

A. Contractor shall promote the availability of case management services for persons with HIV/AIDS among HIV testing sites, HIV/AIDS primary health care providers, and other support services organizations.

B. Client Intake and Comprehensive Assessment:

(1) Client intake determines if a person is eligible to register as a case management client. If the person is registered as a case management client, a client record shall be initiated to include demographic data, emergency and/or next of kin contact information, and eligibility documentation.

(a) Client intake shall consist of the following required documentation prior to service provision and to be maintained within the client record: written documentation of HIV/AIDS diagnosis; proof of County of Los Angeles residency; verification of client's financial eligibility for services, date of intake; client name, home address, mailing address, and telephone number; emergency and/or next of kin contact name, home address, and telephone number; a signed and dated Release of Information updated annually (a new form must be initiated if there is a need for communication with an individual not listed

in/on the current Release of Information); a signed and dated Limits of Confidentiality in compliance with State and Federal law; a signed and dated Consent to Receive Case Management, Home-Based services; a signed and dated Client Rights and Responsibilities; and a signed and dated Grievance Procedures.

(2) Comprehensive assessment is a cooperative and interactive face-to-face interview process. The assessment shall be initiated within five (5) working days of the referral and shall be appropriate for age, gender, cultural and linguistic factors. The comprehensive assessment shall include, but not be limited to the following:

(a) Medical Status: Information about the client's physical condition establishing the diagnosis and/or any other medical problems. The nurse case manager ("NCM"), in conjunction with the social work case manager ("SWCM"), shall complete the Cognitive and Functional Ability ("CFA") score and symptoms related to HIV Disease, HIV Disease treatment, or AIDS. Contractor shall obtain a certificate of eligibility from the appropriate medical

providers verifying the diagnosis and confirming that he/she is responsible for the ongoing supervision of the client's HIV/AIDS care. Basic HIV/AIDS and Tuberculosis information must be included on the certificate of eligibility. The certificate of eligibility form must be received within forty-five (45) days of enrollment.

(b) Initial Nursing Assessment: Assesses the impact of illness on the client in order to establish eligibility and identify the need for services. The NCM shall conduct the initial nursing assessment within fifteen (15) days prior to enrollment. A nutritional assessment must also be included, to evaluate the client's current and usual weight, food preferences, and health habits that may be actual or potential problems in achieving optimal nutrition. A summary of the findings and a plan that outlines the responsibilities of the NCM for the next sixty (60) days shall be included. Reassessments shall be conducted at least once every sixty (60) days.

(c) Initial Functional and Level of Care

Assessments: The NCM shall assess each client's functional status. The CFA score shall be used for the functional assessment of adult clients. The NCM and SWCM must sign, initial, and date the CFA document.

(d) Psychosocial Assessment: The initial psychosocial assessment must be completed by the SWCM on or within fifteen (15) days of enrollment. The assessment shall provide information about the client's social, emotional, behavioral, mental, spiritual, environmental status, family and support systems, client's coping strategies, strengths and weaknesses, and adjustments to illness. The SWCM shall determine the client's resources and needs in regards to food, housing, and transportation. A summary of findings and a plan outlining the responsibilities of the SWCM for the next sixty (60) days shall be included. Reassessments shall be conducted at least once every sixty (60) days.

(e) Financial Assessment: The financial assessment shall address sources of income as well as expenditures, including housing, utilities, food, transportation, medical, clothing, entertainment, tobacco/alcohol, and other expenses.

Reassessments shall be conducted at least once every sixty (60) days.

(f) Resource Evaluation: A full benefits screening shall be conducted. This screening shall address benefits and/or entitlements the client may be receiving or is potentially eligible for. These benefits include private insurance, Medicare, Medi-Cal, Medi-Cal Managed Care, and AIDS Drug Assistance Program. Reassessments shall be conducted at least once every sixty (60) days.

(g) Home Environment Assessment: An assessment of the client's home environment shall be conducted by the NCM or the SWCM. The assessment shall address the structural integrity of the home, the availability of adequate heating and cooling system, electricity, gas, hot or cold running

water, food storage, preparation facilities, basic furnishing, cleanliness, presence of hazard, functional plumbing, telephone services, laundry facilities, and care of pets (if any). The home environment assessment shall be performed in the client's home within thirty (30) days of enrollment. Reassessments shall be conducted annually from the date of enrollment or if/when the client moves to another residence.

(h) Risk Assessment and Mitigation: The comprehensive assessment shall include any history of abuse, neglect, or exploitation. Reassessments shall be conducted at least once every sixty (60) days.

C. Individual Service Plan ("ISP"): The NCM and SWCM shall develop and implement a comprehensive, individualized service plan for each client. The ISP, in conjunction with the client or client's representative, shall be developed within seven (7) days of enrollment. ISPs shall be based on the comprehensive assessment/reassessment information, and shall be updated on an ongoing basis, but not less than once every sixty (60) days. Documentation that the client's attending physician or primary care practitioner has been notified of the

contents of the initial ISP shall be maintained within the client record. ISPs shall include, but not be limited to the following:

(1) Long-Term Goals: One or more brief statements describing the primary reason(s) and purpose for the client's enrollment into case management services.

(2) Identified Problems/Needs: Statement indicating the client's problem or need identified within the comprehensive assessment/reassessment.

(3) Goals/Objectives: Identified goals and objectives shall include desired outcome.

(4) Services and Interventions: A brief description of the services the client is receiving, or will receive, which address the identified problem or need. The service, start date of service, type of provider, the frequency, quantity, and duration of the service, the payment source, and signature of the case manager shall be documented (e.g. attendant care, XYZ Home Health Agency, four hours per day, twice weekly, for two months, case manager signature).

D. Implementation and Evaluation of Individual Service Plan:

Ongoing contact and interventions with or on behalf of the client to ensure goals are addressed that work towards improving the client's health, restoring health maintenance, or restoring health status. Current dated and signed progress

notes, detailing activities related to implementing and evaluating, shall be maintained within the client's record.

E. Attendant Care Services: The home health agency or home care organization subcontracted to provide attendant care services shall prepare a nursing plan of care including the diagnosis, the assessment of needed care, interventions, goals, and evaluations. The plan of care shall be provided to the Contractor for inclusion in the client's record. The subcontractor shall implement the nursing plan, provide supervision to their unlicensed staff, provide feedback to the core case management team, and participate in monthly case conferences. Attendant care services shall be provided under the direct supervision of a licensed nurse and provide the following services as necessary: assist clients with personal care (bathing, grooming, oral hygiene, skin care, dressing, etc.) and comfort measures; monitor and record vital signs; change bed linen as necessary; assist with prescribed exercises which the client and attendant have been taught to perform by appropriate health professional personnel; assist clients in and out of bed and with ambulation; assist clients to the bathroom and/or bedpan use; assist with ordinarily self-administered medications that have been specifically ordered by a physician; perform light housekeeping chores to maintain a clean and healthy environment; change dressings and bandages; plans, shops, and prepares nutritious meals as well as feeding a client when necessary; accompany clients to medical appointments;

report changes in client's condition and needs; and maintain clinical notes in accordance with client care plan.

F. Homemaker Services: Under the direct supervision of a licensed nurse, homemaker services shall be provided to clients who require intensive home and/or community-based services. Homemaker services consist of general household activities. Services shall include, but not be limited to: sweeping, vacuuming, washing and waxing floors, washing kitchen counters and sinks, cleaning the oven and stove, cleaning and defrosting the refrigerator, cleaning the bathroom, taking out the garbage, dusting and picking up, changing bed linen, meal preparation and clean-up, laundry, ironing, folding and putting away laundry, shopping and errands, storing food and supplies, accompanying clients to medical appointments, boiling and storing tap water, and other services as necessary to allow clients to continue to live independently. The nurse case manager shall determine the total number of hours needed.

G. Referral and Coordination of Care: Contractor shall demonstrate active collaboration with other agencies to provide referrals to the full spectrum of HIV-related services. NCMs and SWCMs shall maintain knowledge of local, state and Federal services available. A comprehensive list of target providers, including but not limited to HIV LA, shall be maintained.

H. Case Conferences: A case conference shall be held at least once every sixty (60) days for each client. At a minimum, the client's NCM and SWCM

shall be present during the case conference. The NCM and SWCM shall address the client's individual service plan and discuss any changes in the client's status and the length of time case managers anticipate the client remaining on the program. Appropriate documentation shall be maintained in the client record including the names, licenses and/or degrees and titles of all participants, relevant information discussed, and whether client or legal representative had input into the conference.

I. Case Closure: Case closure is a systematic process for disenrolling clients from active case management. The process includes formally notifying clients of pending case closure at least ten (10) days prior to the date of disenrollment or decrease/discontinuation of services. The letter shall detail the reason client is being disenrolled or services are being decreased. All attempts to contact the client and notifications about case closure shall be documented in the client record. Documentation shall include the date and signature of NCM and/or SWCM; date of disenrollment; status of the service plan; status of primary health care and support service utilization; referrals provided; and reason for disenrollment.

J. Contractor shall provide _____ () hours of attendant care services to _____ () clients, and _____ () hours of homemaker services to _____ () clients who have expended all State of California Department of Health Services benefits and

Medi-Cal Waiver benefits, and those who are under-insured/non-insured, and those with no other benefits available.

K. Contractor shall ensure that each full time equivalent NCM and SWCM maintains a caseload of thirty (30) to forty-five (45) clients. NCMs and SWCMs may have different numbers of clients, however they must fall within the allocated range. These clients may be duplicated and not different per case manager.

8. STAFF REQUIREMENTS:

A. Nurse Case Manager Qualifications: Nurse case managers shall be Registered Nurses in good standing and licensed by the California Board of Registered Nursing. A Registered Nurse ("RN") providing case management services must be a graduate of an accredited nursing program with a bachelor's ("BSN") or two (2) year nursing associate's degree. Prior to employment, BSNs and RNs with associate degrees must have at least two (2) years post degree experience and one (1) year experience in community or public health nursing.

B. Social Work Case Manager Qualifications: Social workers providing case management shall minimally possess a Masters Degree in Social Work, Counseling, Psychology or related degree from an accredited social work program.

8. SUBCONTRACTING FOR HOME HEALTH CARE SERVICES: Contractor shall subcontract with a sufficient number of home health agencies ("HHA") or home care organizations ("HCO") to provide attendant and homemaker services.

Contractor shall allow the client or legal representative to choose from at least three (3) providers for each service when possible, based on the availability of participating service providers in a given geographical area. Further, subcontracts for attendant and homemaker services shall be in accordance with the SUBCONTRACTING paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto.

Contractor shall submit for review and approval to OAPP Director the subcontractor agreements for services at least thirty (30) days prior to implementation with the HHA or HCO.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California, 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

10. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize report, importing efficiency of billing, support program evaluation process, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a

tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit D, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

12. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

13. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have (a) written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's

Department of Public Health, Office of AIDS Programs and Policy, Care Services Division.

14. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES:

Contractor shall adhere to all provisions within Exhibit E, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

15. CULTURAL COMPETENCY: Program staff should display nonjudgmental, culture affirming attitude. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

16. QUALITY MANAGEMENT: Contractor shall implement a Quality Management ("QM") program that assesses the extent to which the care and services provided are consistent with Federal (e.g., Public Health Services and CDC Guidelines),

State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the Medical Director or Executive Director of the program.
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.
- C. Focus on linkages to care and support services.
- D. Track client perception of their health and effectiveness of the service received.
- E. Serve as a continuous quality improvement ("CQI") process reported to senior leadership annually.

17. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one** (1) agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the Medical Director or Executive Director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act ("PDSA"), Chronic Care Model, Joint Commission on Accreditation of Healthcare Organization ("JCAHO"), or ten (10)-Step model, etc.

D. Implementation of QM Program:

(1) Measurement of Quality Indicators - collection and analysis of data measured from specific OAPP selected indicators.

(a) Percent of clients who, within six (6) months, have successfully linked with greater than fifty percent (>50%) of services to which they were referred. [Baseline benchmark: Goal fifty percent (50%) - Effectiveness of Services].

(b) -Percent of clients who have at least one visit with their primary care provider every six (6) months. [Baseline benchmark: ninety percent (90%) - Effectiveness of Services].

(c) Percent of clients who report satisfaction with case management services they received. [Baseline benchmark: eighty percent (80%) - Satisfaction with Care].

In addition, the agency can measure other aspects of care and services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample sized), collection

(3) Method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(4) Collection and Analysis of Data - results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(5) Identification of Improvement Strategies - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable Federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensed authority, and OAPP within the agency's next working day during its normal business hours or as required by Federal and State laws, statutes, and regulations. Events reported shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(b) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(2) In addition, a written report containing the following:

(a) Client's name, age, and sex

- (b) Date and nature of event
- (c) Disposition of the case
- (d) Staffing pattern at the time of the incident.

H. Random Chart Audit: Sampling criteria shall be based on important aspects of care and shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

18. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance level, OAPP shall review Contractor's QM program annually. A numerical score will be issued to the Contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach)
- B. Implementation of the QM Program
- C. Client Feedback Process
- D. Client Grievance Process
- E. Incident Reporting
- F. Random Chart Audit (if applicable).

SCHEDULE ____

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

	<u>Budget Period</u> July 1, 2007 through <u>June 30, 2008</u>
Salaries	\$ _____
Employee Benefits	\$ _____
Travel	\$ _____
Equipment	\$ _____
Supplies	\$ _____
Other	\$ _____
Consultant/Contractual	\$ _____
Attendant Care Hours (____ Hours @ \$____ = \$____)	
Homemaker Hours (____ Hours @ \$____ = \$____)	
Indirect Cost	\$ _____
TOTAL PROGRAM BUDGET	\$ _____

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of

1. Agency Name:

2. Executive Director:

3. Address of Service Delivery Site:

California

4. In which Service Planning Area is the service delivery site?

 One: Antelope Valley Two: San Fernando Valley Three: San Gabriel Valley Four: Metro Los Angeles Five: West Los Angeles Six: South Los Angeles Seven: East Los Angeles Eight: South Bay

5. In which Supervisorial District is the service delivery site?

 One:
Supervisor
Molina Two: Supervisor Burke Three:
Supervisor
Yaroslavsky Four: Supervisor Knabe Five:
Supervisor
Antonovich6. Based on the amount of medical procedures to be provided at this site, what percentage of your allocation is designated to this site? %

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Attendant Care		Homemaker Services	
	Number of Clients	Hours	Number of Clients	Hours
Service Unit				
TOTAL				

SERVICE DELIVERY SITE QUESTIONNAIRE

CLIENT ETHNICITY

TABLE 3

Number of Unduplicated Clients by Ethnicity and Service Delivery Site(s).

	African American	Asian or Pacific Islander	Latino /a or Hispanic	Native American	White	Other	TOTAL
Site # 1							
Site # 2							
Site # 3							
Site # 4							
Site # 5							
Site # 6							
Site # 7							
Site # 8							
Site # 9							
Site # 10							
TOTAL							

SERVICE DELIVERY SITE QUESTIONNAIRE

CLIENT GENDER

TABLE 4

Number of Unduplicated Clients by Gender and Service Delivery Site(s).

	Female	Male	Transgender	TOTAL
Site # 1				
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
TOTAL				

SERVICE DELIVERY SITE QUESTIONNAIRE

CLIENT RISK FACTOR

TABLE 5

Number of Unduplicated Clients by Risk Factor and Service Delivery Site(s).

	Unprotected Male/Male Sex	Injection Drug Use	Unprotected Male/Male Sex and Injection Drug Use	Unprotected Male/Female Sex	Unprotected Male/Female Sex and Injection Drug Use	From Mother to Newborn	Other	TOTAL
Site # 1								
Site # 2								
Site # 3								
Site # 4								
Site # 5								
Site # 6								
Site # 7								
Site # 8								
Site # 9								
Site #10								
TOTAL								

CLIENT SERVICE PLANNING AREA RESIDENCY

Number of Unduplicated Clients by Service Planning Area Residency and Service Delivery Site(s).

[illegible]

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
WOMEN'S EARLY INTERVENTION PROGRAM SERVICES AGREEMENT**

Amendment No. 11

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

PROTOTYPES, A CENTER FOR
INNOVATION IN HEALTH, MENTAL
HEALTH, AND SOCIAL SERVICES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS ("HIV") ACQUIRED IMMUNE DEFICIENCY
SYNDROME ("AIDS") WOMEN'S EARLY INTERVENTION PROGRAM SERVICES
AGREEMENT", dated June 17, 1997, and further identified as Agreement No.
H-208442, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide
other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on July 1, 2007.
2. The first paragraph of Paragraph 1, TERM, shall be amended to read as

follows:

"1. TERM: The term of this Agreement shall commence on June 17, 1997 and continue in full force and effect through June 30, 2009, subject to the availability of Federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, E, F, F-1, G, H, I, J, J-1, K, M, and N", attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, subparagraphs K and L, shall be added to Agreement as follows:

"K. During the period of July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Seventy-Five Thousand Seven Hundred Fifty Dollars (\$675,750). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum

obligation of County as shown in Schedules 16, and 17, attached hereto and incorporated herein by reference.

L. During the period of July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Seventy-Five Thousand Seven Hundred Fifty Dollars (\$675,750). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Schedules 18, and 19, attached hereto and incorporated herein by reference."

5. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, and the COST REIMBURSEMENT paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

6. Paragraph 7, CONFLICT OF TERMS, shall be amended to read as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and

Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail."

7. Exhibit N, SCOPE OF WORK FOR HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES, shall be attached hereto and incorporated herein by reference.

8. Schedules 16, 17, 18, and 19, SCHEDULES FOR HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES, shall be attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and

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Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

PROTOTYPES, A CENTER FOR
INNOVATION IN HEALTH, MENTAL
HEALTH, AND SOCIAL SERVICES

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT N

**PROTOTYPES, A CENTER FOR INNOVATION IN HEALTH,
MENTAL HEALTH, AND SOCIAL SERVICES
(WOMEN'S CENTER)**

**HUMAN IMMUNODEFICIENCY VIRUS ("HIV")
ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS")
WOMEN'S EARLY INTERVENTION PROGRAM SERVICES**

1. DEFINITIONS:

A. The HIV/AIDS Women's early intervention program ("EIP") offers services for HIV-infected women and their "at-risk" partners and family members. EIP services are a combination of medical, psychosocial, health education, risk reduction, and case management services that are provided as a part of a continuum of care for HIV-infected women. The Women's EIP must maintain effective linkages with providers of HIV testing to ensure that those women who test positive obtain necessary medical, psychosocial, health education, transmission risk reduction, and case management services.

B. "Major Assessment" is the major, comprehensive visit, or series of visits, to the Women's Early Intervention Center which takes place a minimum of every six (6) months for each client. At a minimum, it includes a health assessment with appropriate laboratory tests, a psychosocial assessment, health education assessment, HIV transmission risk assessment, and case management which includes a needs assessment. Additional services and

referrals may take place between major assessments, as determined by the needs of the client.

C. "Health Assessment" consists of an evaluation of the Women's EIP clients' health status and health care needs through a medical history, physical examination, laboratory evaluation, and medical eligibility determination by a clinician.

D. "Mental Health/Psychosocial Services" include psychosocial assessments at regular intervals; development of an individualized treatment plan; individual, group, couple and/or family counseling; and crisis intervention. Short-term or sustained therapeutic interventions provided by mental health professionals for patients/clients experiencing acute and/or ongoing psychological distress may be included. These services are usually provided on a regularly scheduled basis with arrangements made for non-scheduled visits during times of increased stress or crisis. The Women's EIP has the capacity to provide psychiatric consultation and prescribe psychotropic medications, as needed.

E. "HIV Transmission Risk Reduction Services" include an assessment of HIV transmission risk behaviors at regular intervals. Based on the assessment, clients may be provided with education, risk reduction strategies, or appropriate interventions such as substance abuse treatment.

F. "HIV/AIDS Case Management Services" are client-centered services that link persons who have HIV disease or AIDS with health care and psychosocial services in a manner that ensures continuity of care through timely, coordinated access to appropriate level of care and support services.

G. "Bridge Project" consists of two goals: 1) increase the number of HIV-infected women of color that are referred enrolled in comprehensive HIV prevention and treatment services, and 2) re-engage those HIV-infected women of color who are or have been enrolled in Women's EIP but are marginally engaged in care. Clients marginally engaged in care are those who have not received any services within the scope of any EIP core service areas within six (6) months, or who have failed to keep two (2) or more sequential appointments within any of EIP's core service areas (medical care, case management, risk reduction, health education, psychosocial counseling).

2. PERSONS TO BE SERVED: HIV/AIDS Women's EIP services shall be targeted to HIV-infected women from underserved communities in Los Angeles County. The HIV/AIDS Women's EIP may also provide services to the "at-risk" partners and family members of clients, regardless of their HIV status, which include, but are not limited to: testing, health education, HIV transmission risk reduction and prevention, short-term family or couples counseling, and linkages to pediatric services for the children of clients.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2007 through June 30, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS early intervention program services shall not exceed One Million, Three Hundred Fifty-One Thousand, Five Hundred Dollars (\$1,351,500).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 16, 17, 18, and 19. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. PATIENT ELIGIBILITY: Women eligible for HIV/AIDS Women's EIP services shall have demonstrated HIV infection by a confirmed positive HIV antibody test. The client is eligible for these services if she is asymptomatic or has not demonstrated serious, ongoing symptoms related to an HIV-associated illness. Women enrolled in the Women's EIP who have transitioned to appropriate medical care outside of the Women's EIP may remain in the program to receive non-medical services.

6. REIMBURSEMENT AND THIRD PARTY PAYORS: Contractor shall identify public and private payors of early intervention services and make appropriate efforts to maximize reimbursements. The Women's EIP determines a client's financial eligibility and ability to pay for services, bills an insurer or third-party payor when appropriate, and utilizes a uniform sliding fee schedule to determine client's share-of-

cost. HIV/AIDS early intervention services shall not be denied due to an inability to pay for services.

Contractor shall place any income generated by services provided under this contract, accruing to or received by the Contractor, into an identifiable account. Contractor shall insure that all revenues generated are used exclusively for the enhancement or augmentation of the Women's EIP Program (i.e., to meet identified, agreed upon, Women's EIP-related needs of the Contractor), or must be returned to the State. Contractor shall obtain prior written approval from OAPP and the State, regarding the specified manner in which these funds are to be spent.

Contractor shall maintain adequate documentation of the receipt and use of such funds and shall provide written documentation to OAPP or the State upon request.

7. SERVICE DELIVERY SITE(S): Contractor's facilities where Women's EIP services are to be provided hereunder located at: 1300 North Vermont Avenue, Suite 401, Los Angeles, California, 90027 and AltaMed Health Services Corporation, 5427 Whittier Boulevard, Los Angeles, California, 90022. Clients may be referred to other locations for additional services as specified by the consortia members.

Contractor shall notify County and State in writing at least sixty (60) days before terminating services at this location(s) and/or before commencing services at any other location(s).

8. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS Women's EIP services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current medical and nursing practice in the field of HIV/AIDS, and the terms of this Agreement and in accordance with Attachment 1 "Service Delivery Site Questionnaire", attached hereto. Contractor shall follow California Department of Public Health Services' Office of AIDS/Early Intervention Program protocols, guidelines, and advisories incorporated herein by reference, for the major program components including, but not limited to: Administration, Case Management, Clinic Operations, Data Reporting, Health Assessment, Health Education, Medical Records, Mental Health, and Reimbursement Schedule and Guidelines. Contractor shall provide services on site or, when appropriate, through referral to other organizations within the community. Contractor shall maintain Letters or Agreement and/or Sub-Contractor Agreement(s) for the provision of all services provided through referral or on a contractual basis. Such written agreement(s) shall be sent to County's Department of Health Services, Office of AIDS Programs and Policy ("OAPP"). HIV/AIDS Women's EIP services provided through a subcontractor shall be reimbursed hereunder by Contractor. Once the disease has progressed and medical services beyond the scope of the EIP are required, the client shall be referred to an appropriate medical provider. Once referred, the medical services will no longer be reimbursed through this contract. Non-medical services may still be provided and reimbursed. Contractor shall also focus on outreach

efforts to underserved women in order to increase the number of women utilizing the HIV/AIDS Women's EIP services. An outreach plan and all materials used for outreach activities and protocols shall be approved by OAPP. Contractor shall maintain an active caseload of a minimum of two hundred (200) unduplicated clients. Contractor will render basic HIV/AIDS Women's EIP services to infected women, and provide appropriate referrals and/or family support services to their children, and to their "at risk" partners and family members, as needed. Client services shall include, but are not limited to: medical monitoring, health education, mental health and psychosocial support, HIV transmission risk assessment and reduction, case management, and any appropriate referrals to other services needed by the client. Clients may be evaluated and receive appropriate services as needed, but, at a minimum, they must be given a major assessment every six (6) months.

The HIV/AIDS Women's EIP must include, at a minimum, six (6) core components: medical monitoring, transmission risk reduction services, mental health and psychosocial support services, health education, case management, and outreach services.

A. Medical Monitoring: Comprehensive medical evaluations and laboratory tests will be conducted at regular intervals to monitor HIV infection, and prophylactic therapies will be prescribed and monitored as appropriate.

Services to be provided **on site** shall include, but are not limited to:

(1) A comprehensive medical and social history, identification of pertinent HIV disease signs and symptoms, and complete physical examination, including screening and evaluating patients for tuberculosis (TB) and syphilis infections. TB and syphilis screening shall be conducted in accordance with the procedures set forth in Exhibits C, D and G of prior Amendments. Thereafter, syphilis screening shall be conducted as appropriate based on the patient's sexual history, and TB screening shall be conducted as indicated by contact history to TB or signs and symptoms of pulmonary disease;

(2) Screening of the CD4+ count to evaluate the immune system at three (3) month intervals. Such screening shall be performed more frequently as the CD4+ count goes below six hundred (600) or if there is a dramatic drop, regardless of the actual count;

(3) Venipuncture;

(4) Viral load test performed at the same time with CD4+ count to determine the amount of HIV in a client's blood, and to decide for an appropriate medical response and therapy for the client;

(5) Appropriate follow-up of laboratory results;

(6) Breast examinations;

- (7) Basic gynecologic exam, including pap smears and the diagnosis and treatment of uncomplicated gynecologic infections and sexually transmitted diseases,
- (8) Prescriptions for oral contraceptives, Norplant insertions, injection of contraceptives, and diaphragm fittings; and
- (9) Colposcopic evaluations of patients with abnormal Pap smears conducted by a physician.

Services to be provided **through referral** are as follows:

- (a) Mammography and,
- (b) More complex examinations by a physician i.e, cervical biopsy and gynecological treatment for cervical dysplasia.

B. Women of the reproductive age shall receive the following at initial visit and then every six (6) months at a minimum.

- (1) Contraceptive counseling
- (2) Discussion of risk associated with perinatal HIV transmission.
- (3) Information about the availability of
 - (a) Antiretroviral therapy for treatment of HIV to prevent perinatal HIV transmission
 - (b) Psycho-social support

(c) HIV counseling and testing for other family members and social network/affiliates

(d) HIV Specialized Care Center that provides family-centered care, including prenatal, obstetric, perinatal and pediatric services for women and their family members who test positive.

C. Providers who have limited expertise in maternal-pediatric HIV care shall immediately consult with an HIV Specialized Perinatal Care Center for interim management and refer the HIV-infected pregnant woman to a Center within her geographic area within six (6) weeks and/or by the end of first trimester of pregnancy.

(1) An HIV Specialized Perinatal Care Center shall include the following minimum requirements:

(a) Fully developed therapeutic guidelines for antiretroviral therapy, prevention of perinatal transmission, and the prophylaxis and treatment of opportunistic infections that are updated, as new information is available

(b) Family-Centered Care, integrated to include adult, pediatric and obstetric and gynecologic providers who can provide from primary to tertiary care for all aspects of HIV infection

(c) A family-centered model of care including culturally competent and bilingual staff as needed

(d) A case management model with a team of providers, to include: physicians, nurses, social workers, psychologists, dietitians, and other mental health providers and health care professionals as needed; the team develops a service plan for the continuum of care of each individual member of the family, as well as the family as a unit, including both psychosocial and medical aspects.

(e) Extensive outreach with linkages between the Center and community resources including but not limited to linkages such as drug and alcohol treatment centers

(f) Adult and Pediatric Infectious Disease physicians with expertise in HIV care who are available twenty-four (24) hours a day for consultation and follow-up

(g) Obstetricians with expertise in Maternal-Fetal Medicine and the care of HIV positive women, and gynecologists with knowledge of HIV-related gynecologic abnormalities

(h) Pediatricians with expertise in treating children born to HIV positive women and HIV infected infants

(i) Consultations available in the areas of pulmonology, cardiology, neurology, gastroenterology, and ophthalmology.

(j) Access to state-of-the-art HIV-specific laboratory testing, including HIV Ribonucleic Acid ("RNA") monitoring, diagnostic testing and resistance testing.

(k) Providing a pharmacy with twenty-four (24) hour availability for antiretroviral agents necessary for HIV prophylaxis during pregnancy, in labor and at delivery and postpartum and to the neonate in the newborn nursery as well as other medications necessary to treat acute HIV complications and opportunistic infections.

(l) A level III nursery for all deliveries

(m) Fully-developed procedures for follow-up of complex patients, such as those with substance abuse, in the juvenile justice system, probation, or jails, and children and adolescents in foster care.

(n) Expertise in the management and treatment of adolescents

(o) Care Management, including expertise in biannual updating of the service plan that is done by the team of providers in close association with the family.

(p) Access to the State AIDS Drug Assistance Program ("ADAP")

(q) Attention to treatment adherence, which may include adherence counseling and other supportive services to overcome barriers to adherence

(r) A Continuous Quality Improvement Program, to ensure that national guidelines for testing, counseling and treatment are followed

(s) A continuing medical education and training program for staff, to update new information and guidelines for HIV.

D. Transmission Risk Reduction: All clients will be assessed for HIV transmission risk behaviors at regular intervals with risk reduction strategies, substance abuse counseling, and behavior change support as needed.

E. Mental Health and Psychosocial Support: All clients shall receive psychosocial assessments at regular intervals. Clients shall also be offered the following mental health and psychosocial support services, as appropriate: individual, couples, family, and/or group psychotherapy, and psychotropic medication evaluation and prescribing, as indicated. For any clients seen for short- or long-term therapy, an individual treatment plan shall be developed and updated as necessary.

F. Health Education: All clients will be offered HIV/AIDS and general health education with knowledge assessments at regular intervals. Information on health enhancement strategies such as nutrition, exercise, and stress

reduction techniques; contraceptive counseling and counseling about prevention of sexually transmitted diseases; "safer sex"; and other appropriate topics will be provided through group or individual health education sessions.

G. Case Management: All clients will be offered needs assessments at regular intervals with individualized care plans, appropriate referrals, and linkages for future HIV/AIDS treatment and support services.

(1) Performing an assessment/evaluation of each client's strengths, needs, and resources as well as an assessment of physical, psychological, environmental, and financial status during intake procedure.

(2) Developing a service plan which includes client goals and methods of reaching these goals. This plan shall be developed in conjunction with the client. The plan shall be updated quarterly.

(3) Providing clients with appropriate referrals and resources as needed. Case manager shall advocate on the client's behalf to ensure accessibility to services. Case manager shall follow-up referrals and interventions to ascertain and ensure client's access to designated services. All Women's EIP clients needing substance abuse services, including prenatal and perinatal services, will be given priority access to Prototypes' Women's Center services.

(4) Contacting clients on a regular basis as defined by the needs of the client. Telephone or attempted telephone contacts shall be made at least twice a month. Face-to-face or attempted face-to-face contacts shall be made at least once per quarter.

(5) Serving as an advocate/counselor, particularly during times of crisis, exacerbation of symptoms, loss of other support, and during emotional and financial difficulty.

(6) Being available as a contact for questions and assisting clients with problem solving.

(7) Completing other activities such as: Participating in conference case reviews, charting and other documentation, attending meetings and actively participating in a designated County-wide coordinated case management task force, providing/receiving clinical supervision, participating in trainings, and developing and revising as needed resource and HIV/AIDS information.

(8) Performing random evaluation of twenty percent (20%) of all cases on a quarterly basis for quality assurance.

(9) Conducting and documenting case conferences for thirty percent (30%) of all cases on a quarterly basis.

(10) Being Alive will provide treatment advocacy services including, but not limited to: providing treatment information to women

individually and in groups, coordinating workshops quarterly on reading lab results, and developing appropriate OAPP approved materials for HIV-infected women.

(11) At least one (1) day a week, a Family Support Specialist will be responsible for the coordination of the following services including: education about children and HIV, respite care, parenting skills, home care, nutrition, and transportation.

H. Outreach Services: Develop and implement innovative outreach methods to access difficult-to-reach HIV-infected women and facilitate their entry into the Women's EIP and linkage with services. All the materials to be utilized for outreach shall be approved by OAPP.

I. Child Care Services: Child care services, including structured activities and refreshments, will be offered to women with children accessing services at the facility.

J. Volunteer Services: A Volunteer Coordinator will recruit and train volunteers to assist staff in the following areas: child care, clerical, obtaining donations, parenting education, and transportation.

K. Contractor shall hire staff for the Bridge Project. The purpose of the Bridge Project is to (decrease the time to treatment) increase the number of HIV infected persons of color that are referred to and enrolled in comprehensive HIV prevention and treatment services. Specific target populations include

African-American men who have sex with men ("MSM"), African-American injection drug users and their sexual and/or needle-sharing partners, Latino/Latina injection drug users and their sexual or needle-sharing partners, and Latino MSMs. The Bridge Worker shall be an interface between community-based services and/or HIV test sites and HIV care/treatment services. The Bridge Worker attempts to re-engage EIP clients who participation in prevention and treatment is marginal, and/or who may have been lost to treatment. While it is expected that any (if not most) clients will ultimately enroll in EIP, the Bridge Worker may assist clients in enrolling in care and treatment programs that best meet their particular needs.

(1) The Bridge Worker shall outreach to these "hard to reach" and "under-served" populations who are often lost to prevention and treatment services at key points.

(2) The Bridge Worker shall assess the client's readiness to move into more active engagement in EIP services, or if applicable, in other transmission prevention or care programs.

(3) Once a client has entered treatment, the Bridge Worker may act as a treatment advocate - assisting the client in understanding treatment options, supporting the client in making treatment decision, and working with the client on any barriers to remaining in treatment or in adhering to treatment regimens.

(4) Contractor shall ensure that the Bridge Worker staff have significant experience in at least three (3) of the following six (6) areas:

- (a) Street-based Outreach;
- (b) HIV Counseling and Testing;
- (c) Prevention Case Management;
- (d) Psychotherapy or Counseling;
- (e) Health Education;
- (f) HIV-based Case Management.

(5) General qualifications include the ability to understand HIV transmission and prevention, HIV disease progressions, the basics of HIV medication and treatments (including issues of adherence), sexual behaviors, the dynamics of substance abuse and addiction, and behavior change theory and interventions. Equally important is the ability to communicate and to educate clients with regards to managing these issues.

(6) Contractor shall also commit the Bridge worker position(s) to participate in ongoing staff training including, but not limited to, certification as an HIV treatment educator, and attendance at the annual EIP conference and other trainings deemed necessary by the State.

(7) Contractor shall commit to full participation with the research component, including collecting and submitting data in an accurate and timely fashion.

9. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the State of California, Department of Health Services, Office of AIDS. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. Equipment is defined by the State of California as an item with a unit cost of Five Hundred Dollars (\$500) or more and a life expectancy of four (4) or more years.

10. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health, psychosocial, health education, risk behavior, and case management records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual patient. Such records shall include, but are not limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

A. Patient records shall include, but are not limited to:
documentation of HIV disease or AIDS diagnosis; complete medical and social history; completed physical examination and assessment signed by a licensed

health care professional; differential diagnosis; current and appropriate treatment/management plan; current problem list; progress notes documenting patient status, condition, and response to interventions, procedures, medications; and documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

B. Collection and maintenance of pertinent data for any studies which may be conducted.

11. POLICIES AND PROCEDURES: Contractor shall establish and have available for review by any authorized Federal, State, or County representative the following:

A. Written policies, procedures, protocols, and standards related to client/patient care.

B. A client/patient records system which is systematically organized to provide a complete, accurate, correlated, and current file for each client/patient, including, but not limited to: health records, psychosocial status, health education, risk behaviors, case management notes, referrals services, etc. Medical records shall be maintained in a centrally located area of the facility and in conformance with either California Code of Regulations ("CCR"), Title 22 or the Joint Commission on Accreditation of Healthcare Organizations regulations.

C. Written procedures which demonstrate coordination and facilitate transfer of client/patient care among other providers involved with HIV infected individuals.

D. Written procedures for direct or referral services of clients/patients to other providers of early intervention, emergency services, and inpatient care. Services provided through referral shall not be a charge to nor reimbursable hereunder except for the services identified as appropriate for referral in PARAGRAPH 5, mammography and gynecological procedures.

12. ADDITIONAL STAFFING REQUIREMENTS: The HIV/AIDS Women's EIP services shall be provided by licensed health care professionals with the requisite training in HIV/AIDS. Management of the care and treatment of patients with HIV disease or AIDS shall be provided by a multidisciplinary team. The composition of such a team shall consist of a State of California licensed physician, other appropriate licensed health care providers, and a professional mental health provider.

Professional mental health providers shall be, at a minimum, a Master's of Social Work ("MSW"), a Licensed Clinical Social Worker ("LCSW"), Marriage, Family and Child Counselor ("MFCC"), Psychologist, or Psychiatrist.

Psychiatric services, on site or by referral, shall be provided by a person who is licensed as a physician and surgeon by the Medical Board of California or by the California Board of Osteopathic Examiners and has received specialized training in psychiatry.

The case manager(s) providing services shall be, at a minimum, an MSW, LCSW, or MFCC. Contractor shall submit to OAPP within forty-five (45) days of the execution of this Agreement its written case management staff training plan, including locations, dates, topics, and instructors.

Contractor ensures compliance with the above staffing requirements unless variations have been reviewed and approved by OAPP and the Office of AIDS/Early Intervention Section. When variations have been reviewed and approved, staff shall be supervised by appropriate professional/licensed personnel. An unlicensed case manager shall be supervised by a staff member or consultant with experience in providing case management services and appropriate professional credentials including an MSW, LCSW, MFCC, master's degree in counseling, nursing degree with specialized case management training, or Ph.D. in a social services field.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for Women's Early Intervention Program services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California, 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

15. DATA COLLECTION: Contractor shall accurately and routinely collect data on all Women's EIP clients in a manner that is consistent with the State Office of AIDS/Early Intervention Program and the Federal and State laws, including but not limited to, the requirements of SB699. Data shall be collected using State provided instruments and transmitted to the State via software provided by the State Office of AIDS/Early Intervention Section and in accordance with the Data Reporting protocol.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. MEETINGS OR TRAININGS: Contractor shall make all Women's EIP staff available to attend at least one (1) Office of AIDS/Early Intervention Program conferences, meetings, and/or training sessions as required by the State, and shall budget accordingly.

Contractor shall obtain prior approval from OAPP and Office of AIDS/Early Intervention Section for attendance by Women's EIP staff at any training session and/or meeting that is charged against the Contractor's Women's EIP budget.

18. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

19. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Health Services, Office of AIDS Programs and Policy, Care Services Division.

20. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES:

Contractor shall adhere to all provisions within Exhibit E, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

21. CULTURAL COMPETENCY: Program staff should display nonjudgmental, culture affirming attitude. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management ("QM") program that assesses the extent to which the care and services provided are consistent with Federal (e.g., Public Health Services and CDC Guidelines),

State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the Medical Director or Executive Director of the program.
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.
- C. Focus on linkages to care and support services.
- D. Track client perception of their health and effectiveness of the service received.
- E. Serve as a continuous quality improvement ("CQI") process reported to senior leadership annually.

23. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one** (1) agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the Medical Director or Executive Director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following:

- A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act ("PDSA"), Chronic Care Model, Joint Commission on Accreditation of Healthcare Organization ("JCAHO"), or ten (10)-Step model, etc.

D. Implementation of QM Program:

(1) Measurement of Quality Indicators - collection and analysis of data measured from specific OAPP selected indicators.

(a) One hundred percent (100%)-Number of patients for whom a CD4 count was performed at least every six (6) months over the past year.

(b) Number of patients for whom CD4 count increased/decreased by thirty percent (30%) or stayed stable within the past eight (8) months.

(c) One hundred percent (100%)-Number of patients from whom viral load test was performed at least every six (6) months over the past year.

(d) Number of patients on therapy whose viral load is undetectable or decreased by two (2) logs from the pre-treatment value.

(e) STD Screening: One hundred percent (100%)-Number of patients with the following tests performed in the last twelve (12) months: Chlamydia screen, gonorrhea test, syphilis screen.

(f) Hepatitis Screening: One hundred percent (100%)-Number of patients for whom Hepatitis A, B, and C status is documented in the medical record.

(g) Hepatitis C Counseling: One hundred percent (100%)-Number of HCV positive patients for who alcohol cessation counseling and HCV education was provided.

(h) Tuberculosis Screening: One hundred percent (100%)-Number of patients for whom PPD was placed and results read during the past year.

(i) Pelvic Exam and PAP Smears: One hundred percent (100%)-Number of patients with a pelvic exam and PAP

smear recorded in the past year, or, if performed at another site, results are documented in the chart.

(j) Lipid Screening: One hundred percent (100%)-
Number of patients for whom lipid screen was performed during the past year.

(k) PCP Prophylaxis: One hundred percent (100%)-
Number of patients prescribed PCP prophylaxis.

(l) Mental Health Assessment: One hundred percent (100%)-Number of patients for whom a mental health assessment was performed by the primary care clinician or mental health specialist. Assessment components include: cognitive function, screening for depression and anxiety, psychiatric history, psychosocial assessment, sleeping and appetite assessment.

(m) Substance Use Assessment: One hundred percent (100%)-Number of patients with whom substance use was discussed during the past year. Of those who report current use [zero (0) to six (6) months from date of review] and are not in treatment, number for whom referrals are made for substance use treatment. Of those who report past use [six (6) to twenty-four (24) months from date of review] number of patients with whom relapse prevention or ongoing treatment has been discussed.

(n) Dental Exam: One hundred percent (100%)-Number of patients with dental exam by a dentist documented during the past year.

(o) Tobacco Use Assessment: One hundred percent (100%)-Number of patients with whom tobacco use was discussed during the past year.

(p) Nutrition Screening: One hundred percent (100%)-Number of at-risk patients receiving nutrition screening within six (6) months of entry into care.

In addition, the agency can measure other aspects of care and services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(4) Identification of Improvement Strategies - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable Federal and State laws, statues, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

- (1) -- A report shall be made to the appropriate licenced authority, and OAPP within the agency's next working day during its normal business hours or as required by Federal and State laws, statues, and regulations. Events reported shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to patient suicide, medication error, delay in treatment, and serious patient fall.

(b) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(2) In addition, a written report containing the following:

(a) Client's name, age, and sex

(b) Date and nature of event

(c) Disposition of the case

(d) Staffing pattern at the time of the incident.

A. Random Chart Audit: Sampling criteria shall be based on important aspects of care and shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

24. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for the following components:

A. Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach)

B. Implementation of the QM Program

C. Client Feedback Process

D. Client Grievance Process

E. Incident Reporting

F. Random Chart Audit (if applicable).

SCHEDULE 16

PROTOTYPES, A CENTER FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICE

HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES

	<u>Budget Period</u> July 1, 2007 through <u>June 30, 2008</u>
Salaries	\$211,000
Employee Benefits	\$ 63,300
Operating Expenses	\$ 16,500
Capital Expenditures	\$ 0
Other Costs	\$229,805
Indirect Cost	<u>\$ 41,145</u>
TOTAL PROGRAM BUDGET	\$561,750

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 17

**PROTOTYPES, A CENTER FOR INNOVATION IN HEALTH,
MENTAL HEALTH, AND SOCIAL SERVICE**

**HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES
BRIDGE PROJECT**

	<u>Budget Period</u> July 1, 2007 through <u>June 30, 2008</u>
Salaries	\$ 71,400
Employee Benefits	\$ 21,420
Operating Expenses	\$ 10,816
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost	<u>\$ 10,364</u>
TOTAL PROGRAM BUDGET	\$114,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 18

**PROTOTYPES, A CENTER FOR INNOVATION IN HEALTH,
MENTAL HEALTH, AND SOCIAL SERVICE**

HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES

	<u>Budget Period</u> July 1, 2008 through <u>June 30, 2009</u>
Salaries	\$211,000
Employee Benefits	\$ 63,300
Operating Expenses	\$ 16,500
Capital Expenditures	\$ 0
Other Costs	\$229,805
Indirect Cost	<u>\$ 41,145</u>
TOTAL PROGRAM BUDGET	\$561,750

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 19

**PROTOTYPES, A CENTER FOR INNOVATION IN HEALTH,
MENTAL HEALTH, AND SOCIAL SERVICE**

**HIV/AIDS WOMEN'S EARLY INTERVENTION PROGRAM SERVICES
BRIDGE PROJECT**

	<u>Budget Period</u> July 1, 2008 through <u>June 30, 2009</u>
Salaries	\$ 71,400
Employee Benefits	\$ 21,420
Operating Expenses	\$ 10,816
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost	<u>\$ 10,364</u>
TOTAL PROGRAM BUDGET	\$114,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

	Site# <u>1</u> of <u>2</u>
1. Agency Name:	Prototypes, A Center for Innovation in Health, Mental Health, and Social Services B Women's Care Hollywood
2. Executive Director:	Vivian Brown, Ph.D.
3. Address of Service	1300 N. Vermont Avenue, Suite 401
	Los Angeles CA 90027

4. In which Service Planning Area is the service delivery site?

<u> </u> One: Antelope Valley	<u> </u> Two: San Fernando Valley
<u> </u> Three: San Gabriel	<u> X </u> Four: Metro Los Angeles
<u> </u> Five: West Los Angeles	<u> </u> Six: South Los Angeles
<u> </u> Seven: East Los Angeles	<u> </u> Eight: South Bay

5. In which Supervisorial District is the service delivery site?

<u> </u> One: Supervisor	<u> </u> Two: Supervisor Burke
<u> X </u> Three: Supervisor Yaroslavsky	<u> </u> Four: Supervisor Knabe
<u> </u> Five: Supervisor	

6. Based on the amount of medical procedures to be provided at this site, what percentage of your allocation is designated to this site? 67%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

	Site# 2 of 2		
1. Agency Name:	AltaMed Health Services Corporation B Women's Care East		
2. Executive Director:	Castulo de la Rocha		
3. Address of Service	5427 East Whittier Boulevard		
	Los Angeles	CA	90022

4. In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
<u> X </u> Seven: East Los Angeles	_____ Eight: South Bay

5. In which Supervisorial District is the service delivery site?

<u> X </u> One: Supervisor	_____ Two: Supervisor Burke
_____ Three: Supervisor Yaroslavskv	_____ Four: Supervisor Knabe
_____ Five: Supervisor	

6. Based on the amount of medical procedures to be provided at this site, what percentage of your allocation is designated to this site? 33%

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Women's Early Intervention Program Contract Goals and Objective by Service Delivery Site(s).
Please note: A No. of Clients@ will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	Unduplicated Clients	Medical Visits	Transmission Risk Reduction Services	Mental Health/Psychosocial Services	Health Education Services	Bridge Project Services
Service Unit	No. of Clients	No. of Visits	No. of Assessment to be provided	No. of Assessments to be provided	No. of Assessments to be provided	No of Assessments to be provided
Site # 1	134	134	134	134	134	25
Site # 2	66	66	66	66	66	0
Site # 3						
Site # 4						
Site # 5						
Site # 6						
Site # 7						
Site # 8						
Site # 9						
Site # 10						
TOTAL	200	200	200	200	200	25

SERVICE DELIVERY SITE QUESTIONNAIRE

CLIENT ETHNICITY

TABLE 3

Number of Unduplicated Clients by Ethnicity and Service Delivery Site(s).

	African American	Asian or Pacific Islander	Latino /a or Hispanic	Native American	White	Other	TOTAL
Site # 1	26	2	96	2	5	3	134
Site # 2	12	0	44	1	7	2	66
Site # 3							
Site # 4							
Site # 5							
Site # 6							
Site # 7							
Site # 8							
Site # 9							
Site # 10							
TOTAL	38	2	140	3	12	5	200

SERVICE DELIVERY SITE QUESTIONNAIRE

CLIENT GENDER

TABLE 4

Number of Unduplicated Clients by Gender and Service Delivery Site(s).

	Female	Male	Transgender	TOTAL
Site # 1	129	3	2	134
Site # 2	62	4	0	66
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
TOTAL	191	7	2	200

SERVICE DELIVERY SITE QUESTIONNAIRE

CLIENT RISK FACTOR

TABLE 5

Number of Unduplicated Clients by Risk Factor and Service Delivery Site(s).

	Unprotected Male/Male Sex	Injection Drug Use	Unprotected Male/Male Sex and Injection Drug Use	Unprotected Male/Female Sex	Unprotected Male/Female Sex and Injection Drug Use	From Mother to Newborn	Other	TOTAL
Site # 1	0	10	0	112	0	0	12	134
Site # 2	0	4	0	45	4	0	13	66
Site # 3								
Site # 4								
Site # 5								
Site # 6								
Site # 7								
Site # 8								
Site # 9								
Site #10								
TOTAL	0	14	0	157	4	0	25	200

SERVICE DELIVERY SITE QUESTIONNAIRE

CLIENT SERVICE PLANNING AREA RESIDENCY

TABLE 6

Number of Unduplicated Clients by Service Planning Area Residency and Service Delivery Site(s).

	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8	TOTAL
Site # 1	1	7	9	70	9	21	12	5	134
Site # 2	0	2	13	14	0	16	18	3	66
Site # 3									
Site # 4									
Site # 5									
Site # 6									
Site # 7									
Site # 8									
Site # 9									
Site # 10									
TOTAL	1	9	22	84	9	37	30	8	200

Contract No. _____

EXTENDED VENTILATION/AIR CONDITIONING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

COMMONWEALTH ENTERPRISES
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board of Supervisors to appoint a County Health Officer, who is also the Director of
County's Department of Public Health, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy
(hereafter "OAPP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

WHEREAS, County's OAPP is responsible for County's AIDS programs and
services; and

WHEREAS, the term "Director" as used herein refers to County's Director of
Public Health or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"); which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990 and its amendments of 1996 (hereafter "CARE Act"); and

WHEREAS, Contractor possesses the competence and expertise to provide the services contemplated hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement is effective upon date of Board approval, and shall continue unless sooner terminated or cancelled, in full force and effect through October 14, 2007.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least thirty (30) calendar

days' advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibit A, Description of Services, which is attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all the other clients it serves.

3. MAXIMUM OBLIGATION OF COUNTY: Effective upon date of Board approval through October 14, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Ninety-Two Thousand, Eighty Dollars (\$92,080), as set forth in Schedule 1, attached hereto and incorporated herein by reference. Such maximum obligation is comprised entirely of State and County funds.

4. COST REIMBURSEMENT: Contractor shall bill County monthly, in arrears, in accordance with the fees set in Schedule 1, on billing forms provided by County. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including the number of hours expended on such work for the billing period if Contractor is billing for services on an hourly basis.

For all services billed and provided based upon an hourly rate, County shall pay Contractor within thirty (30) days following a complete and correct billing or shall provide an itemized statement of its objection to all or any portion of such claim for payment, as determined by County.

In the event that Contractor's actual costs exceed the rates and sums set forth in Schedule 1, Contractor shall be solely liable for the difference.

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 1 and the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, both attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the Exhibit(s) and Schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibit(s) and Schedule(s) shall govern and prevail.

7. ALTERATION OF TERMS: This Agreement, (including its Additional Provisions), and any Exhibit(s), Schedule(s), and/or Attachments(s), attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance

coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 10, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles, California, 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may

immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

12. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 600 South Commonwealth Avenue, Suite 1250, Los Angeles, California, 90005. Contractor's primary business telephone number is (213) 389-3755 and facsimile/FAX number is (213) 480-0061. Contractor shall notify in writing County's OAPP, Contract Administration Unit, of any change in its primary business address,

business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

13. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

A. Notices to the County shall be addressed as follows:

- (1) Department of Public Health
Public Health Programs and Services
313 North Figueroa Street, 7th Floor
Los Angeles, California 90012

Attention: Chief Deputy Director

- (2) Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue, 6th Floor
Los Angeles, California 90005

Attention: Director

(3) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Commonwealth Enterprises
600 South Commonwealth Avenue, Suite 1250
Los Angeles, California 90005

Attention: Owner

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has
caused this Agreement to be subscribed by its Director of Public Health, and

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Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

COMMONWEALTH ENTERPRISES
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

EXHIBIT A

COMMONWEALTH ENTERPRISES

EXTENDED VENTILATION/AIR CONDITIONING SERVICES

1. DEFINITION: COUNTY OF LOS ANGELES, DEPARTMENT OF Public Health, OFFICE OF AIDS PROGRAMS & POLICY (Tenant) will receive ventilation/air conditioning services and the attendance of an engineer from COMMONWEALTH ENTERPRISES (Landlord) during extended working days and weekends, services which LANDLORD does not routinely provide to the second (2nd) and sixth (6th) floor of 600 South Commonwealth, Los Angeles, California, 90005.

A. As used herein, the term "Working Day(s)" shall mean 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding observed County holidays.

B. As used herein, the term "Weekend" shall mean 8:00 a.m. to 2:00 p.m., Saturday and Sunday.

C. LANDLORD provides air conditioning and ventilation services to TENANT during standard working days for the hours of 8:00 a.m. through 5:00 p.m. As used herein, the term "Extended Working Day" shall mean, 6:01 p.m. through 7:00 p.m., Monday through Friday.

2. SERVICES TO BE PROVIDED: In consideration for the payments provided under this Agreement, LANDLORD shall provide the following services:

A. As required by TENANT, LANDLORD shall provide extended working day air conditioning and ventilation services, Monday through Friday, from 6:01 p.m. to 7:00 p.m. and for weekends, Saturday and Sunday, from 8:00 a.m. to 2:00 p.m.

B. TENANT will provide LANDLORD with a monthly schedule of the dates when extended air conditioning and ventilation services will be necessary.

C. LANDLORD will provide an Engineer one (1) hour prior to any periods that air conditioning and ventilation services will be necessary. Engineer will be available for the duration of the time that services are provided and will turn the system off.

D. LANDLORD will be compensated at the rate of Two Hundred Ninety Dollars (\$290) per hour for air conditioning/ventilation services provided during extended working days and weekends.

E. LANDLORD will be compensated at the rate of Sixty Dollars (\$60) per hour for the Engineer-in-attendance on extended working days for the period, 6:01 p.m. to 7:00 p.m, Monday through Friday, and on Saturdays 8:00 a.m. to 2:00 p.m.

F. LANDLORD will be compensated at the rate of Seventy Dollars (\$70) per hour for the Engineer-in-attendance on Sundays, for the period 8:00 a.m. to 2:00 p.m.

G. LANDLORD will provide TENANT with written notification of the rates and estimated billing costs within fifteen (15) business days of receipt of the monthly schedules from TENANT.

3. MAXIMUM OBLIGATION: The maximum obligation of Los Angeles County shall not exceed Ninety-Two Thousand, Eighty Dollars (\$92,080), effective date of Board approval through October 14, 2007.

SCHEDULE 1
COMMONWEALTH ENTERPRISES
EXTENDED VENTILATION/AIR CONDITIONING SERVICES

Budget Period

Board approval date
through
October 14, 2007

Maximum Obligation	\$ 92,080
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Projected Number of hours of service	260
Rate per hour for air conditioning only	\$ 290.00
Rate per hour for regular engineering support	\$ 60.00
Rate per hour for Sunday engineering support	\$ 70.00

During the term of this Agreement, Landlord may submit monthly billings that vary from month to month based on usage. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.